



**STATE OF TENNESSEE
CENTRAL PROCUREMENT OFFICE**

**REQUEST FOR QUALIFICATIONS
FOR
Employment and Case Management Services for the Greater Memphis Regional Area**

RFQ # 34530-46120

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1. INTRODUCTION

The State of Tennessee, Central Procurement Office, hereinafter referred to as “the State,” issues this Request for Qualifications (“RFQ”) to define mandatory goods or services requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses.

Through this RFQ or any subsequent solicitation, the State seeks to buy the requested goods or services and to give ALL qualified respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises, the opportunity to do business with the state as contractors or subcontractors.

1. Statement of Procurement Purpose

Introduction.

Families First (FF), the state’s Temporary Assistance for Needy Families (TANF) program, is a workforce development and employment program. The FF program emphasizes work, training, and personal responsibility. It is a temporary program and has a primary focus on participants gaining self-sufficiency through employment. The FF program supports participant’s efforts to reach this goal by providing educational supports, job training, employment opportunities, transportation, child care assistance and other support services. The FF program intends to enter into contracts with experienced and qualified respondents including private entities, non-profit agencies, and institutions of higher education to provide a range of employment-related and support services to FF participants. Services must also align with Tennessee’s Two-Generational (“2Gen”) four (4) core components and the Tennessee’s Workforce Innovation and Opportunity Act (WIOA) plan to enhance the coordination of employment-related services.

Target Population.

The FF program allow families to care for their children and advance their efforts to improve their family’s economic stability through employment and training activities while receiving cash assistance for up to sixty (60) months. Participants in the program may enter into the program with, or otherwise encounter, barriers such as lack of access to transportation, learning disabilities, physical, medical or developmental disabilities, mental illness, substance abuse, homelessness, family violence, limited or no work history, criminal background, lack of child care (2nd and 3rd shifts), illiteracy, and limited English-speaking skills. These areas can impact the participant’s efforts and ability to fully participate at times. The mere fact that one receives FF does not ensure either stability or success.

The FF program relies on a network of service provider partners to deliver work readiness services, educational services, job placement and retention services, and barrier remediation assistance. DHS staff assesses each customer to determine their education, skills, work experience, and the extent to which his/her personal health or other barriers may impede their ability to engage in work activities. Upon completion of the assessment and orientation, the participant completes a Personal Responsibility Plan (PRP) with DHS staff. DHS assigns each participant to the appropriate ECMS service provider based on the participant’s residence and associated district assignment.

Work-eligible participants that receive FF benefits, that are adults, are required to adhere to work participation requirements and participate in activities that will assist them in obtaining employment, unless the participant is exempt, which is determined by DHS. Exemptions allow households to receive the full cash benefit and suspend participation requirements. Exemptions are for people who cannot engage in work activities due to significant barriers whether temporary or long-term. A participant who fails to comply with requirements of the FF program may face a sanction that removes a portion of the TANF grant for a period of time; however, this course of action is determine by DHS, in collaboration with the contracted service provider.

As of June 2019, the FF caseload was 19,030. Of those work-eligible FF participants, the ECMS service providers’ caseload for the Greater Memphis Area was 826 participants. The monthly

average caseload served by the ECMS providers for this region from January 1, 2018-December 30, 2018 was 1,879 participants. As of December 31, 2018 the Families First caseload was 20,065. Since January 2018 DHS' caseload, of those work-eligible FF participants, has decreased by nearly thirty-six percent (36%) and continues to decrease on average by eleven percent (11%) per month. The caseload data represents cases currently required to comply with work requirements (enrolled in the State's defined activities for an average of thirty (30) hours a week). Other cases may voluntarily come to the Employment and Case Management Service Provider for services. DHS makes no guarantees regarding specific number of clients or volume of cases.

Location of Services.

The ECMS program in the Greater Memphis regional area will service four (4) counties: Fayette, Lauderdale, Tipton, and Shelby. The Greater Memphis regional area is considered one service area, requiring that services be provided under this RFP in all counties of that region. Responses that separate out counties under that regional area will not be considered.

DHS will consider responses from respondents offering to provide the full range of services identified in the Scope of Services found in Section A of this RFQ and from respondents offering to provide the full range of services identified the sections above and in the Scope of Services found in Section A of this RFP, but who plan to subcontract components of the services. The prime respondent has complete responsibility and is accountable to DHS for all services required under any contract awarded as a result of this RFQ even if a portion is subcontracted. Any subcontractor proposed by the prime respondent is subject to approval by DHS.

Through TANF, DHS' goal is to empower the families that DHS serves by building their capacity and helping them to reach self-sustaining outcomes for their families. There are number of guiding principles to which the awarded respondent must adhere in the provision of employment and case management services. Moreover, this program area is governed by state and federal regulations, administrative rules, the DHS FF Policy manual, Tennessee's four-year Workforce Innovation and Opportunity Act (WIOA) Combined State Plan, Code of Federal Regulations (45 CFR), and written directives issued by DHS and any applicable changes adopted by rule. A more complete description of the services to be provided can be found in Section A of this RFQ and any attachments that accompany the RFQ.

The contract period begins December 1, 2019 and ends June 30, 2020 inclusive. This contract may contain renewal options. Should DHS elect to exercise this option, such renewal or extension is subject to the parties entering into a written agreement to that effect prior to the end of the specified contract term.

1.1. Notice of Intent to Respond

Before the Notice of Intent to Respond Deadline detailed in RFQ § 2, Schedule of Events, potential Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond in the form of a simple e-mail or other written communication. Such notice should include the following information: the business or individual's name (as appropriate), a contact person's name and title, the contact person's mailing address, telephone number, facsimile, number, and e-mail address. Filing a Notice of Intent to Respond is not a prerequisite for submitting a response; however, it is necessary to ensure receipt of notices and communications relating to this RFQ.

1.2. Definitions and Abbreviations

TERM	DEFINITION
Families' First	FF
Temporary Assistance for Needy Families	TANF
Two-Generation	2Gen
Personal Responsibility Plan	PRP
Employment and Case Management Services	ECMS
Department of Human Services	DHS

2. RFQ SCHEDULE OF EVENTS

The following schedule represents the State's best estimates for this RFQ; however, the State reserves the right, at its sole discretion, to adjust the schedule at any time, or cancel and reissue a similar solicitation. Nothing in this RFQ is intended by the State to create any property rights or expectations of a property right in any Respondent.

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFQ Issued		September 19, 2019
2.	Disability Accommodation Request Deadline	2:00 p.m.	September 24, 2019
3.	Notice of Intent to Respond Deadline	2:00 p.m.	September 25, 2019
4.	Written "Questions & Comments" Deadline	2:00 p.m.	September 30, 2019
5.	State response to written "Questions & Comments"		October 14, 2019
6.	RFQ Technical Response Deadline	2:00 p.m.	October 28, 2019
7.	State Notice of Intent to Award Released and RFQ Files Opened for Public Inspection		November 6, 2019
8.	End of Open File Period		November 13, 2019
9.	State sends contract to Contractor for Signature		November 18, 2019
10.	Contractor Signature Deadline	2:00 p.m.	November 21, 2019

3. RESPONSE REQUIREMENTS

3.1. Response Contents: A response to this RFQ should address the following:

- 3.1.1. Mandatory Requirements: This section details the mandatory technical, functional, and experience requirements that must be demonstrated in the response to this RFQ in order to be passed on to Phase II of the Technical Response evaluation. A Respondent must duplicate and use RFQ Attachment A as a guide to organize responses for the Mandatory Requirements of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table. This section is included in the State's evaluation as to whether or not a Respondent meets mandatory qualifications (Phase I).
- 3.1.2. General Qualifications & Experience: This section is included in the State's evaluation of Phase II of the Technical Response Evaluation and details general information and qualifications that must be demonstrated in the response to this RFQ. A Respondent must duplicate and use RFQ Attachment B as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table.
- 3.1.3. Technical Qualifications, Experience & Approach: This section is also included in the State's evaluation of Phase II of the Technical Response Evaluation and details technical qualifications, experience, and approach items that must be demonstrated in the response to this RFQ. A Respondent must duplicate and use RFQ Attachment C as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table.

3.2. Response Delivery Location

A Respondent must ensure that the State receives a Response to this RFQ no later than the Response Deadline time and dates detailed in the RFQ § 2, Schedule of Events. All responses must be delivered to:

Michael S. Leitzke, Sourcing Account Specialist
Central Procurement Office
Tennessee Tower, 3rd Floor
312 Rosa L. Parks Avenue, Nashville, TN 37243
Telephone: 615-741- 5666
Michael.S.Leitzke@tn.gov
tn.gov/generalservices

3.3. Response Format

- 3.3.1. A Respondent must ensure that the original response meets all form and content requirements detailed within this RFQ.
- 3.3.2. A Respondent must submit original response documents and copies as specified below.
- 3.3.2.1. Technical Response

One (1) original Technical Response paper document clearly labeled:

“RFQ #34530-46120 (GREATER MEMPHIS AREA) TECHNICAL RESPONSE ORIGINAL”

and five (5) copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

“RFQ #34530-46120 (GREATER MEMPHIS AREA) TECHNICAL RESPONSE COPY”

The digital copies should not include copies of sealed customer references or cost information in the general and technical evaluation phase. However, any other discrepancy between the paper response document and digital copies may result in the State rejecting the response as nonresponsive.

3.4. Response Prohibitions: A response to this RFQ shall not:

- 3.4.1. Restrict the rights of the State or otherwise qualify the response to this RFQ;
- 3.4.2. Include, for consideration in this procurement process or subsequent contract negotiations, incorrect information that the Respondent knew or should have known was materially incorrect;
- 3.4.3. Include more than one response, per Respondent, to this RFQ;
- 3.4.4. Include any information concerning costs (in specific dollars or numbers) associated with the Technical Response;
- 3.4.5. Include the respondent’s own contract terms and conditions (unless specifically requested by the RFQ); or
- 3.4.6. Include the respondent as a prime contractor while also permitting one or more other respondents to offer the respondent as a subcontractor in their own responses.

3.5. Response Errors & Revisions

A Respondent is responsible for any and all errors or omissions in its response to this RFQ. A Respondent will not be allowed to alter or revise its response after the Response Deadline time and dates as detailed in RFQ § 2, Schedule of Events, unless such is formally requested in writing by the State (e.g., through a request for clarification, etc.).

3.6. Response Withdrawal

A Respondent may withdraw a response at any time before the Response Deadline time and date as detailed in RFQ § 2, Schedule of Events, by submitting a written signed request by an authorized representative of the Respondent. After withdrawing a response, a Respondent may submit another Response at any time before the Response Deadline time and date as detailed in RFQ § 2, Schedule of Events.

3.7. Response Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any response. Each Respondent is solely responsible for the costs it incurs in responding to this RFQ.

4. GENERAL INFORMATION & REQUIREMENTS

4.1. Communications

- 4.1.1. Respondents shall reference RFQ #34530-46120 in all communications relating to this solicitation, and direct any such communications to the following person designated as the Solicitation Coordinator:

Michael S. Leitzke, Sourcing Account Specialist
Central Procurement Office
Tennessee Tower, 3rd Floor
312 Rosa L. Parks Avenue, Nashville, TN 37243
Telephone: 615-741- 5666
Michael.S.Leitzke@tn.gov
tn.gov/generalservices

The State will convey all official responses and communications related to this RFQ to the potential respondents from whom the State has received a Notice of Intent to Respond (refer to RFQ Section 1.3.).

- 4.1.2. Potential respondents with a handicap or disability may receive accommodation relating to the communication of this RFQ and participating in the RFQ process. Potential respondents may contact the RFQ Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in RFQ § 2, Schedule of Events.
- 4.1.3. **Unauthorized contact about this RFQ with other employees or officials of the State of Tennessee may result in disqualification from contract award consideration.**
- 4.1.4. Notwithstanding the foregoing, potential Respondents may also contact the following as appropriate:
- 4.1.4.1 Staff of the Governor's Office of Diversity Business Enterprise may be contacted for assistance with respect to available minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities and small business enterprises as well as general public information relating to this request; or
- 4.1.4.2 The following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Jeffrey Blackshear, Associate Counsel
Tennessee Department of Human Services
Nashville, TN 37243-1403
Jeffrey.Blackshear@tn.gov
Telephone: (615) 313-5711

4.2 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a contract pursuant to this solicitation or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion (subject to Tenn. Code Ann. §§ 4-21-401 and 405), sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this solicitation shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

4.3 Conflict of Interest

- 4.3.1 The State may not consider a proposal from an individual who is, or within the past six (6) months has been, a State employee. For these purposes,
- 4.3.1.1 An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
 - 4.3.1.2 A contract with or a proposal from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
 - 4.3.1.3 A contract with or a proposal from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.
- 4.3.2 This RFQ is also subject to Tenn. Code Ann. § 12-4-101.

4.4 Respondent Required Review & Waiver of Objections

- 4.4.1. Each potential respondent must carefully review this RFQ, including but not limited to, attachments, the RFQ Attachment F, *pro forma* Contract, and any amendments for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called “questions and comments”).
- 4.4.2. Any potential respondent having questions and comments concerning this RFQ must provide such in writing to the State no later than the written “Questions & Comments Deadline” detailed in RFQ § 2, Schedule of Events.
- 4.4.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the written “Questions & Comments Deadline.”

4.5. Disclosure of Response Contents

- 4.5.1. All materials submitted to the State in response to this solicitation become property of the State of Tennessee. Selection for award does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full contents and associated documents submitted in response to this request will become open to public inspection in accordance with the laws of the State of Tennessee. Refer to RFQ § 2, Schedule of Events.
- 4.5.2. The RFQ responses will be available for public inspection only after the completion of evaluation of the RFQ or any resulting solicitation which this RFQ becomes a part of, whichever is later.

4.6. Notice of Professional Licensure, Insurance, and Department of Revenue Registration Requirements

- 4.6.1. All persons, agencies, firms or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as part of a response to this RFQ, shall be properly licensed to render such opinions.
- 4.6.2. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Respondent to submit evidence of proper licensure.
- 4.6.3. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by the RFQ.
- 4.6.4. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must be registered with the Department of Revenue for the collection of

Tennessee sales and use tax. The State shall not approve a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following:
<https://tntap.tn.gov/eservices/#1>

4.7. **RFQ Amendments & Cancellation**

- 4.7.1. The State reserves the right to amend this RFQ at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential respondents to meet the deadlines and revise the RFQ Schedule of Events if deemed appropriate. If a RFQ amendment is issued, the State will convey it to potential respondents who submitted a Notice of Intent to Respond (refer to RFQ § 1.3). A response must address the final RFQ (including its attachments) as may be amended.
- 4.7.2. The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFQ in accordance with applicable laws and regulations.

4.8. **State Right of Rejection**

- 4.8.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.
- 4.8.2. The State may deem as nonresponsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFQ. Notwithstanding the foregoing, the State reserves the right to seek clarifications or to waive, at its sole discretion, a response's minor variances from full compliance with this RFQ. If the State waives variances in a response, such waiver shall not modify the RFQ requirements or excuse the Respondent from full compliance with such, and the State may hold any resulting vendor to strict compliance with this RFQ.
- 4.8.3. The State will review the response evaluation record and any other available information pertinent to whether or not each respondent is responsive and responsible. If the evaluation team identifies any respondent that appears not to meet the responsive and responsible thresholds such that the team would not recommend the respondent for potential contract award, this determination will be fully documented for the record. ("Responsive" is defined as submitting a response that conforms in all material respects to the RFQ. "Responsible" is defined as having the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

4.9. **Assignment & Subcontracting**

- 4.9.1. The vendor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFQ without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.
- 4.9.2. If a Respondent intends to use subcontractors, the response to this RFQ must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFQ Attachment B, Item B.14.).
- 4.9.3. Subcontractors identified within a response to this RFQ will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.9.4. The Contractor resulting from this RFQ may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.

4.9.5. Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFQ will be the prime contractor and will be responsible for all work under the Contract.

4.10. **Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked respondent should the State cease doing business with any respondent selected via this RFQ process.

5. **PROCUREMENT PROCESS & CONTRACT AWARD**

5.1. The complete vendor selection will be in accordance with the Qualification of Technical Responses section below. Any contract award is subject to successful contract negotiation.

5.2. Qualification of Technical Responses: Technical Responses will be short-listed for further evaluation, analysis or negotiation if they are apparently responsive, responsible, and within the competitive range. A Technical Response will be deemed within the competitive range based on the following criterion:

Phase I: The State will evaluate the Mandatory Requirements set forth in RFQ Attachment A on a pass/fail basis.

Phase II: Following the Phase I evaluation, the State will apply a standard equitable evaluation model, which will represent a qualitative assessment of each response. Each response will be scored by Evaluation Team members according to the Technical Response & Evaluation Guides (See RFQ Attachments B & C).

The Solicitation Coordinator will total the average score from the evaluation team for each responsive and responsible Respondent's Technical Response Points for RFQ Attachments B & C to determine which of the Respondents are considered Qualified and within the competitive range.

5.3. Reserved.

5.4. Clarifications and Negotiations: The State reserves the right to award a contract on the basis of initial responses received; therefore, each response should contain the respondent's best terms from a technical standpoint. However, the State reserves the right to conduct clarifications or negotiations with respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

5.4.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification round(s). Each clarification sought by the State may be unique to an individual respondent.

5.4.2. Negotiations: The State may elect to negotiate with Qualified Respondents, within the competitive range, by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds.

5.5. Evaluation Guide

The State will consider qualifications, experience, technical approach, and cost (if applicable) in the evaluation of responses and award points in each of the categories detailed below. The maximum evaluation points possible for each category are detailed below.

Evaluation Category	Maximum Points Possible
Mandatory Requirements (refer to RFQ Attachment A)	Pass/Fail
General Qualifications, Experience, Technical Qualifications, Experience & Approach (refer to RFQ Attachment B)	30
Technical Qualifications, Experience & Approach (refer to RFQ Attachment C)	70

5.6 Contract Award

5.6.1. The Solicitation Coordinator will submit the Evaluation Team determinations and response scores to the head of the contracting agency, or the agency head's designee, for consideration along with any other relevant information that might be available and pertinent to contract award.

5.6.2. The contracting agency head, or the agency head's designee, will determine the apparent best-evaluated response. (To effect a contract award to a Respondent other than the one receiving the highest evaluation score, the head of the contracting agency must provide written justification and obtain written approval of the Chief Procurement Officer and the Comptroller of the Treasury.)

5.6.3. The State reserves the right to make an award without further discussion of any response.

5.6.4. The State will issue an Evaluation Notice and make the RFQ files available for public inspection at the time and date specified in the RFQ §2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Respondent identified as the apparent best evaluated or any other Respondent.

5.6.5. The Respondent identified as offering the apparent best-evaluated must sign a contract drawn by the State pursuant to this RFQ. The contract shall be substantially the same as the RFQ Attachment G, pro forma contract. The Respondent must sign said contract no later than the Respondent Contract Signature Deadline detailed in RFQ § 2, Schedule of Events. If the Respondent fails to provide the signed contract by the deadline, the State may determine the Respondent is non-responsive to this RFQ and reject the response.

5.6.6. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the pro forma contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluation or negatively impact the competitive nature of the RFQ and contractor selection process.

5.6.7. If the State determines that a response is nonresponsive and rejects it, the Solicitation Coordinator will re-calculate scores to determine (or re-determine) the apparent best-evaluated response.

ATTACHMENT A

TECHNICAL RESPONSE & EVALUATION GUIDE

All Respondents must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). All Respondents must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review all responses to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Evaluation Team must review the responses and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFQ requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Technical Response must be delivered to the State no later than the Technical Response Deadline specified in the RFQ § 2, Schedule of Events.	
		The Technical Response must not contain cost or pricing information of any type.	
		The Technical Response must not contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must not submit alternate responses.	
		A Respondent must not submit multiple responses in different forms (as a prime and a subcontractor).	
	A.1.	Provide the Statement of Certifications and Assurances (RFQ Attachment D) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFQ and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall perform work under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
<i>State Use – RFQ Coordinator Signature, Printed Name & Date:</i>			

ATTACHMENT B

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	B.2.	Describe the Respondent’s form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been performing the goods or services required by this RFQ.
	B.5.	Describe the Respondent’s number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent’s knowledge, any of the Respondent’s employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFQ, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFQ or is likely to have a material adverse effect on the Respondent’s financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent’s performance in a contract pursuant to this RFQ. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
		Provide a statement of whether there is any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.10.	what extent it will impair the Respondent’s performance in a contract pursuant to this RFQ. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent’s ability to deliver the goods or services sought under this RFQ (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed contract team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to provide the goods or services required by this RFQ, illustrating the lines of authority, and designating the individual responsible for the completion of each task and deliverable of the RFQ.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to perform tasks required by this RFQ along with the estimated number of hours that each individual will devote to the required tasks. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual’s title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to accomplish the work required by this RFQ, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent’s response to this RFQ.
	B.15.	Provide documentation of the Respondent’s commitment to diversity as represented by the following: (a) <u>Business Strategy</u> . Provide a description of the Respondent’s existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, businesses owned by persons with disabilities, and small business enterprises. Please also include a list of the Respondent’s certifications as a diversity business, if applicable. (b) <u>Business Relationships</u> . Provide a listing of the Respondent’s current contracts with business enterprises owned by minorities, women, service-disabled veterans, businesses owned by persons with disabilities, and small business enterprises. Please include the following information: (i) contract description; (ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled, disability); and (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u> . Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, businesses owned by persons with disabilities, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFQ. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will

RESPONDENT LEGAL ENTITY NAME:		
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		<p>be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS);</p> <p>(ii) anticipated goods or services contract descriptions;</p> <p>(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, disability) of anticipated subcontractors and supply contractors.</p> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, businesses owned by persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five-year period. If so, provide the following information for all current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact responsible for the contract at issue;</p> <p>(b) the name of the procuring State agency;</p> <p>(c) a brief description of the contract's specification for goods or scope of services;</p> <p>(d) the contract term; and</p> <p>(e) the contract number.</p>
	B.17.	<p>Provide customer references from individuals who are <u>not</u> current or former State employees for projects similar to the goods or services sought under this RFQ and which represent:</p> <ul style="list-style-type: none"> ▪ two (2) accounts Respondent currently services that are similar in size to the State; <u>and</u> ▪ three (3) completed projects. <p>References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which <u>must</u> be used and completed is provided at RFQ Attachment E. References that are not completed as required may be deemed nonresponsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires, follow the process below:</p> <p>(a) Add the Respondent's name to the standard reference questionnaire at Attachment E, and make a copy for each reference.</p> <p>(b) Send a reference questionnaire and a new, standard #10 envelope to each reference.</p> <p>(c) Instruct the reference to:</p> <ul style="list-style-type: none"> (i) complete the reference questionnaire; (ii) sign <u>and</u> date the completed reference questionnaire;

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;</p> <p>(iv) sign his or her name in ink across the sealed portion of the envelope; and</p> <p>(v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).</p> <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under <u>no</u> obligation to clarify any reference information.
	B.18.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <ul style="list-style-type: none"> ▪ has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
<p>SCORE (for all Section B— Qualifications & Experience Items above): (maximum possible score = 30)</p>		
<p>State Use – Evaluator Identification:</p>		

ATTACHMENT C

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

The Evaluation Team, made up of three (3) or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section scores as indicated.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		5	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the delivery of goods or scope of services, accomplish required objectives, and meet the State's project schedule.		5	
	C.3	Provide a description of the Respondent's experience at each of the following: <ol style="list-style-type: none"> 1. Assessing an individual's job compatibility and connecting individuals on career paths that lead to sustainable income based on the labor market needs; 2. Facilitating job search efforts for individuals that lead to employment; and 3. Preparing individuals for entry and/or re-entry into the work place. 		10	
	C.4.	Describe the Respondent's approach to career coaching, detailing the types of job retention services the proposer will offer to populations that traditionally have had difficulty sustaining employment.		10	
	C.5.	Describe the Respondent's existing relationships with local American Job Centers, WoRC Readiness Component (WoRC) Operators, vocational training programs, certificate programs, apprenticeship programs, and other appropriate community partners that can connect individuals with employment, education and training opportunities.		17	
	C.6.	Describe the Respondent's approach to identifying high		17	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		demand fields offering increased wage opportunities and assisting individuals in aligning their skills and training with these fields to take maximum advantage of employment opportunities.			
	C.7.	Describe proactive measures the Respondent intends to implement to assist individuals to overcome barriers to employment such as mental or physical health challenges, history of substance abuse, criminal history, transportation difficulties, lack of work experience, etc. Discuss 1) the process by which individuals will request supportive services from the Respondent to address such barriers, and 2) the Respondent's process for requiring and tracking receipts for such supportive services.		18	
	C.8.	Describe the Respondent's quality assurance processes and related infrastructure. Explain the Respondent's internal monitoring processes for financials, including case documentation and individuals' participation in core and/or non-core work activities. Describe the frequency of internal monitoring reviews and what strategies the Respondent will apply to improve service delivery and utilization control.		18	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			Total Raw Weighted Score: (sum of Raw Weighted Scores above)		
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score}}$ <i>(i.e., 5 x the sum of item weights above)</i>			$\times 70$ <i>(maximum possible score)</i>		= SCORE:
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

ATTACHMENT D

STATEMENT OF CERTIFICATIONS AND ASSURANCES

An individual responding in his or her individual capacity or legally empowered to contractually bind the Respondent must complete and sign the Statement of Certifications and Assurances below as required, and this signed statement must be included with the response as required by the Request for Qualifications.

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFQ.
2. The Respondent will provide all specified goods or services as required by the contract awarded pursuant to this RFQ.
3. The Respondent accepts and agrees to all terms and conditions set out in the contract awarded pursuant to this RFQ.
4. The Respondent acknowledges and agrees that a contract resulting from the RFQ shall incorporate, by reference, all Response responses as a part of the contract.
5. The Respondent will comply, as applicable, with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.
6. To the best of the undersigned's knowledge, information or belief, the information detailed within the Response to the RFQ is accurate.
7. The Response submitted to the RFQ was independently prepared, without collusion, and under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with the request or any potential resulting contract.
9. The Response submitted in response to the RFQ shall remain valid for at least 120 days subsequent to the date of the Response opening and thereafter in accordance with any contract pursuant to the RFQ.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106." For reference purposes, the list is currently available online at:
<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-public-information-library.html>.

By signature below, the signatory certifies legal authority to bind the responding entity to the provisions of this request and any contract awarded pursuant to it. The State may, at its sole discretion and at any time, require evidence documenting the signatory's authority to be personally bound or to legally bind the responding entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO DO SO BY THE ENTITY RESPONDING TO THIS RFQ.

SIGNATURE & DATE:

PRINTED NAME & TITLE:

LEGAL ENTITY NAME:

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Respondent.

The Respondent will be responsible for obtaining completed reference questionnaires as required (refer to RFQ Attachment B, General Qualifications & Experience Items, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Proposal.

(Insert Reference Questionnaire on following page)

ATTACHMENT F

RFQ # 34530-46120 PRO FORMA CONTRACT

The *pro forma* contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFQ.

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HUMAN SERVICES
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of Human Services (“State”) and **Contractor Legal Entity Name** (“Contractor”), is for the provision of Employment and Case Management Services for the Greater Memphis Region, as further defined in the "SCOPE." State and Contractor may be referred to individually as a “Party” or collectively as the “Parties” to this Contract.

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

A. SCOPE:

- A.1. The Contractor shall provide all services and deliverables (“Scope”) as required, described, and detailed in this Grant Contract.
- A.2. Definitions.
- a. “ACCENT” shall mean Automated Client Certification and Eligibility Network for Tennessee, the State’s system of record for TANF case information and eligibility determination processing.
 - b. “AU” shall mean Assistance Unit.
 - c. “Barriers” shall mean that impact a Client’s ability to fulfill the program’s work requirements or become gainfully employed obstacles such as:
 - i. mental and physical health challenges;
 - ii. substance abuse issues; criminal records;
 - iii. lack of childcare;
 - iv. transportation issues;
 - v. domestic violence;
 - vi. limited education;
 - vii. lack of work experience; and
 - viii. caring for disabled child or parents.
 - d. “Client” shall mean an individual who is receiving a monthly FF cash benefit.
 - e. “Core Work Activities” shall mean specific federal categories of activities in which a Client is required to perform or participate for a period of twenty (20) hours per week. Core Work Activities are further described in Exhibit 1 of this Contract.
 - f. “Corrective Action Plan” shall mean a written document in response to a specific situation such as an audit finding, observation, agency practices or policies, and/or unmet performance measure that describes the course of action or steps the Contractor must take to change and address the situation to better meet the Scope and goals of this Contract.
 - g. “ECMS” shall mean Employment and Case Management Services.
 - h. “FF” shall mean Families First, which is Tennessee’s TANF program.
 - i. “FFS” shall mean Family Focused Solutions, which is a FF support service developed to assist Clients and their family in managing or overcoming barriers which compromise their ability to move toward self-sufficiency.
 - j. “FLSA” shall mean the Fair Labor Standards Act of 1938, 29 U.S.C. § 201–219.

- k. "FTE" shall mean Full-Time Employee.
- l. "Incentive Payments" shall mean various small monetary or gift cards issued to FF Clients for achieving certain milestones to reward or encourage particular behaviors or outcomes and not be used to meet ongoing basic needs or participation-related expenses
- m. "IOP" shall mean Individual Opportunity Plan, a family-centered, strengths-based individualized plan developed by the Contractor and Client that focuses on the family's progress throughout the case and ensures the Contractor's services are tailored to best address the strengths and needs of the Client and his family.
- n. "LMI" shall mean labor market information that deals with the functioning of labor markets and the determination of the demand for and supply of labor. LMI includes, but is not limited to, the following key factors:
 - ix. changes in the level and/or composition of economic activity;
 - x. population;
 - xi. employment and unemployment; and
 - xii. income and earnings, wage rates, and fringe benefits.

LMI is published by the Tennessee Department of Labor and Workforce Development at:
<https://www.tn.gov/workforce/article/labor-market-reports>.

- o. "LWDAs" shall mean State, Local Workforce Development Agencies, which are regional areas consisting of several counties whose labor market and other employment-related factors are similar.
- p. "MOU" shall mean Memorandum of Understanding.
- q. "Non-Core Work Activities" shall mean specific federal categories of activities that a Client can be assigned, if needed, to meet the minimum work requirement only after the individual has completed 20 hours per week of core activities or when all opportunities to participate in a countable core activity have been exhausted or are not available. These activities are job skills training directly related to employment, Adult Basic Education, and education directly related to employment as further described in Exhibit 1 of this Contract.
- r. "One-Stop Center" shall mean a location at which the Contractor and One-Stop Partners provide services and information to Clients to enhance access to program services and to improve long-term employment outcomes for Clients.
- s. "One-Stop Partners" shall mean separate workforce investment, educational, and other State programs and funding streams that collaborate with the State or the Contractor to deliver services to Clients.
- t. "One-Stop Service Delivery System" shall mean a system for administering One-Stop Partners to collaborate to create or enhance access to the program services and improves long-term employment outcomes for Clients.
- u. "Per Client Rate" shall mean flat or fixed monthly fee for each FF Client for any length of time during the month
- v. "PMO" shall mean Performance Measurement Outcomes.
- w. "State's Client Representative" shall mean a State employee responsible for guiding the FF Client through the Program and assisting the Client and Contractor, as needed, with issues related to the provision of employment preparation and placement.
- x. "Support Services" shall mean any type of support provided for the removal of Barriers that enables the Client and family to fulfill the program's work requirements, including but not limited to:

- xiii. transportation;
 - xiv. uniforms;
 - xv. drug and alcohol abuse counseling and referral;
 - xvi. individual and family counseling;
 - xvii. special services and materials for Clients;
 - xviii. and other reasonable expenses identified in the Contract.
- y. "Support Payments" shall mean ongoing or periodic payments issued by the Contractor to the Client for a support service or directly to the vendor providing the support service to the Client.
- z. "TANF" shall mean the Temporary Assistance for Needy Families program as defined and described at 42 USCA § 601 et seq.
- aa. "TCAT" shall mean Tennessee College of Applied Technology.
- bb. Tennessee WIOA MOU" shall mean an MOU defining the roles and responsibilities of each One-Stop Partner for the operation of the Tennessee One-Stop Service Delivery system.
- cc. "TTS" shall mean Transition To Success.
- dd. "Two-Generation Approach" shall mean focusing on creating opportunities for and addressing needs of both vulnerable children and their parents together.
- ee. "WIOA" shall mean the Workforce Innovation and Opportunity Act, Pub.L.113-128.
- ff. "Work Incentive Payment" shall mean a transitional cash benefit for FF Clients who are financially ineligible due to the increase in their earned income. Clients may be eligible to receive this benefit for up to six (6) months and must meet other FF eligibility requirements during payment period, to include complying with Tennessee's TANF work requirements and full compliance with child support obligations.
- gg. "Work Number" shall mean dependent third-party employment verification or income online verification system.
- hh. "Work Requirement" shall mean work-eligible individuals of any age who are not exempt, are receiving the adult payment standard, and are included in the state's work participation rate, including teen parents who have are receiving benefits directly, but not teen parents who receive benefits as dependent children. In addition, credit is given for verified countable activities completed voluntarily by exempt persons who are not included in the work-eligible population.
- ii. "WVP" shall mean Work Verification Plan.
- A.3. Two Generation Approach. The Contractor shall provide ECMS with a focus on empowering families eligible for FF on a course to achieve economic stability based on the four (4) core component activities of the Two-Generation Approach, as provided below:
- 1. Educational Success. The Contractor shall:
 - a. Provide youth education information to Clients and refer them, as appropriate, to local early childhood programs which promoting kindergarten and school readiness as a key priority for long-term academic success for children ages birth to five (5) years through an annual open enrollment event with local service providers, in accordance with the requirements established in Section A. 44 of this Contract; and
 - b. Host at least two educational fairs annually to educate Clients on literacy development opportunities across the age spectrum to increase awareness, access, and enrollment in adult education programs including but not limited to:
 - i. The State of Tennessee initiative aiming to ensure that fifty-five percent (55%) of Tennesseans hold a college degree or certificate by the year 2025 and which is known as "the Governor's Drive to 55";

- ii. State of Tennessee programs relating to the Governor's Drive to 55;
 - iii. The book gifting program for children under six (6) years of age and associated nonprofit founded by Dolly Parton in 1990 and known as "Dolly Parton's Imagination Library";
 - iv. Tutoring services; and
 - v. Workshops focusing on assistance with financial aid applications.
2. Workforce Development and Economic Assets. The Contractor shall:
 - a. Utilize LMI to develop each Client's IOP, and facilitate preparation for and access to employment or career opportunities based on local industry needs to improve the family's economic security. The Contractor shall ensure that each IOP addresses the four (4) components of the Two-Generation Approach and addresses the Client's engagement in certain work or training activities for the purpose of ultimately gaining employment;
 - b. Participate in quarterly meetings with local and neighboring employers and Local Workforce Boards/American Job Centers to stay informed of labor market needs and to develop training and employment resources for the Client based on the labor market demands;
 - c. Refer the Client and the family, as appropriate, to workforce development classes to facilitate opportunities for skills development and progress toward self-sufficiency through referrals to local or neighboring Local Workforce Boards/American Job Centers to increase the family's access to job training programs, educational programs, and career preparation and opportunities;
 - d. Refer the Client and the family, as appropriate, to local or neighboring community agencies that offer free financial management classes, assistance with income tax preparation, and basic banking knowledge; and
 - e. Refer the Client and the family, as appropriate, to local or neighboring Local Workforce Boards/American Job Centers or vocational rehabilitation services (if the youth/young adult has a disability) for career preparation and employment services for youth and young adults ages fourteen (14) through twenty-two (22).
3. Health and Well-Being. The Contractor shall:
 - a. Provide Clients with information on physical, mental, dental, behavioral health services, and other services through community school based health centers to increase the family's access to healthcare, mental healthcare, and dental care in accordance with the requirements established in Section A.44 of this Contract; and
 - b. Host at least three (3) separate empowerment workshops during the Term to educate Clients and Clients' families and improve Clients' overall health and well-being. The Contractor shall ensure that each empowerment workshop focuses on managing stress, the impact of toxic stress, the impact of adverse childhood experiences, executive functioning skills, or such other topic as the Contractor may propose and the State approves in writing.
4. Social Capital. The Contractor shall:
 - a. Host at least three (3) separate events that provide an opportunity for Clients and Clients' families to meet other Clients, share knowledge of civic engagement activities, community services/projects, and community resources and to provide each other with social and emotional support. The Contractor shall ensure that each of these events takes the form of a parent support group, playgroup, parent discussion group, parent café, family fun nights, or such other form as the Contractor may propose and which the State approves in writing; and

- b. Refer Clients, as appropriate, to local or school-based mentor groups or community programs and shall facilitate enrollment of Clients' children in accordance with the requirements established in Section A.44 of this Contract.
- A.4. The Contractor shall engage each Client on a face-to-face basis, at least monthly, to discuss and assess the Client's and the family's progress in each of the four (4) Two-Generation components to identify successes, Barriers, and services to address Barriers.
 - a. If a Client is unable to attend his or her monthly face-to-face meeting due to work, school schedule, childcare, other personal or family emergencies, the Contractor shall make two (2) attempts to reschedule the appointment, offering alternative meeting times.
 - b. If the Contractor is unable to reschedule the monthly face-to-face meeting, the Contractor shall:
 - 1. Document all attempts to schedule the meeting in ACCENT;
 - 2. Conduct the meeting via telephone and document reason(s) for conducting the meeting in this manner in the ACCENT; and
 - 3. Document the progress of the Client and the family, any Barriers identified, resources offered to address the Barriers, and outcome(s) of the resource referral on the Client's IOP.
- A.5. TANF and WIOA. The Contractor shall deliver services specified in this Contract to FF Clients in the Tennessee One-Stop Service Delivery System through one (1) of the following three (3) methods:
 - a. Assigning a program staff member to be physically present at the One-Stop Center;
 - b. Assigning a staff member from a different partner program to be physically present at the One-Stop Center appropriately trained to provide information to Clients about the programs, services, and activities available through partner programs; or
 - c. Providing a digital referral system that consistently alerts One-Stop Partners when the Contractor has referred a Client to them no later than two (2) business days after the referral. The Contractor may meet this requirement by implementing an email notification process, or by implementing a web-based platform. In addition to the digital alert, the Contractor shall contact the One-Stop Partner by telephone within two days of the referral to enable One Stop Partners to enroll the Client for delivery of appropriate services.
- A.6. The Contractor shall, in collaboration with the State, LWDA's, and One-Stop Partners develop the Tennessee WIOA MOU for the One-Stop Service Delivery System and operational budget of the One-Stop Service Delivery System based on proportionate use and/or relative benefits received. Each LWDA must provide services as required by the Workforce Innovation and Opportunity Act WIOA Title I Public Law 113-128. Consequently, the Contractor shall ensure that the Tennessee WIOA MOU addresses service delivery and financial responsibilities in separate sections, with section A addressing service delivery and section addressing infrastructure and budget agreements. The Contractor will not receive compensation for work performed pursuant to this Section A.6 of this Contract beyond the payment methodology established at Section C.3.a through C.3.d of this Contract.
 - a. The Contractor shall provide documentation to support the billing and reimbursement of cost to be invoiced separately each monthly.
 - 1. If the Contractor elects to have a physical presence in the One-Stop Center, the State will reimburse such portion of the facility's cost as the Parties may agree to in the WIOA MOU.

2. In collaboration with the State and its partners, the Contractor shall evaluate the relative needs each quarter thereafter as needed to increase or decrease the number of FTEs based on Client volume.
 - b. The Contractor shall review the One-Stop operating budget with the State, LWDA's, and One-Stop Partners, at least quarterly, in order to reconcile the budget against actual costs incurred and adjust the MOU and budget accordingly. The Contractor shall ensure that the budget reflects a cost allocation methodology that demonstrates how costs are charged to the Contractor and each partner in proportion to the partner's use of the One-Stop Center and/or relative benefit received.
 - c. The Contractor shall ensure that the MOU is updated to reflect any modifications to its service delivery method per Section A.5. and operating budget to support costs reimbursements. The Contractor shall ensure that the State receives all MOUs and budgets and any subsequent revisions.
- A.7. Federal and State FF/TANF Work Requirements. The Contractor shall provide employment and case management services to help families achieve economic stability through quality learning for the child, develop pathways to education and employment for the parent, and provide related supports directly or through community resources. The Contractor shall:
 - a. Ensure that Clients and their families have access to the Contractor's office to receive services without traveling more than forty (40) miles (measured from the Contractor's office location to the county center) or forty-five (45) minutes from their residence.
 - b. Ensure that the Client and the family are progressing through the Families First Program using a Two-Generation Approach.
- A.8. The Contractor shall ensure that each Client referred and assigned to its caseload is engaged in Core and/or Non-Core Work activities of at least thirty (30) hours per week in accordance with the state and federal guidelines specified in Exhibit 1 of this Contract. An exception to the number of hours required for participation may be approved at the sole discretion of the State based on the circumstances of the individual Client. Absent such an exception, twenty (20) of each Client's total thirty (30) activity hours must be in a Core Work activity, with the balance to include Core or Non-Core Work activity hours, or any combination thereof.
- A.9. The Contractor shall monitor each Client's work activity participation, and document and report any failure to comply with work activity requirements set forth in Sections A.11 and A.37-38 of this Contract.
- A.10. The Contractor shall initiate contact with each Client and schedule orientation within five (5) business days from the date the referral was transmitted by the State to the Contractor thorough the ACCENT. The Contractor shall notify each Client in writing of the Client's orientation date and time within ten (10) business days from the date of the referral, and shall ensure that the notice contains. The Contractor's office address, hours of operation, and telephone number.
- A.11. If the Client fails to respond to the initial engagement letter for the scheduled appointment from the Contractor or did not attend the scheduled appointment, the Contractor shall:
 - a. Attempt to reschedule the Client's appointment;
 - b. Attempt to contact the Client twice on a weekly basis, on different days and at different times for four (4) weeks;
 - c. Partner with the assigned State's Client Representative or attempt to reach the Client's collateral contact for assistance in making contact with the Client;

- d. Document all attempts to schedule the Client, including the date and time of the attempt, within twenty-four (24) hours in the ACCENT, end any open activity in the ACCENT, and retain any written communication to the Client in the case file; and
 - e. Refer the Client to the State for good cause determination and to recommend possible sanctions (e.g. termination, program suspension) if the Client fails to attend the initial scheduled or rescheduled appointment after the contact attempts.
- A.12. If the Client attends the orientation as scheduled, the Contractor shall provide the Client with a form acknowledging the Client's understanding of the Contractor's program goals. The Contractor shall ensure that the Client signs the acknowledgement form as part of the orientation process.
- A.13. Assessments and IOP. The Contractor shall assess Clients referred to the Contractor, prior to placement in a Core Work Activity or Non-Core Work Activity to identify characteristics that will guide each Client in the development of short and long-term goals for transitioning the Client and the family to self-sufficiency. The Contractor shall ensure that required assessments shall include, but are not limited to:
- a. A career assessment that identifies the client's interests and skills; and
 - b. An assessment that identifies Barriers that have not been well-identified through less formal and/or less structured assessment protocols. Those Barriers may include, but are not limited to, lack of employment experience, learning disabilities, limited English proficiency, a criminal record, substance abuse, mental health disorders, children's health and/or children's behavioral disorders, and/or domestic violence.
- A.14. The Contractor shall review the assessments and have an in-depth discussion with the Client about his or her results. The Contractor shall inform the Client of educational and/or employment opportunities based on his or her skills and interest and the LMI needs. The Contractor shall also identify and assign the Client's work activity components based on these Regional Areas and the Client's input.
- The Contractor shall partner with the Client to complete the IOP, career assessment, Barriers assessment, and the assignment of his or her work activity components within fourteen (14) days from date of orientation. The Contractor shall update the IOP and Barriers every three (3) months thereafter.
- A.15. The Contractor and the Client shall sign and date the IOP each time a change is made to the Client's IOP or Career Plan. A copy of the updated IOP or Career Plan shall be provided to the Client and maintained in the Client's case file. The Contractor shall document any subsequent revisions of the IOP in the ACCENT within five (5) business days of such revision(s).

SPECIFIC ASSISTANCE TO INDIVIDUALS

- A.16. Transportation and Support Services:
- a. The Contractor shall discuss transportation assistance, Support Services, and milestone incentive payments and policies with the Client during the initial orientation period and at other points of contact.
 - b. The Contractor shall ensure that staff are knowledgeable of Support Services and engage local organizations to leverage community-based resources to supplement and reinforce the services to address the Barrier and support the Client and the family.
 - c. The Contractor shall make transportation assistance and Support Services available to the Client to foster educational success, workforce readiness, and to support employment retention, if transportation Barrier(s) is identified.

- d. The Contractor shall document the provision of transportation assistance and/or Support Services to the Client in the ACCENT and the Client's case file within five (5) business days.

The Contractor will provide transportation assistance and Support Services in accordance with the following table:

Type of Supports	Limitations	Additional Information Needed
<p>Vehicle Repair Services: Replacement of parts such as starters, batteries, belts, brakes, tires, repairs after documentation of emissions test failure is provided, front windshield, and/or a rear bumper.</p>	<p>Maximum issuance \$1200/Client for this specific service within a twelve (12) calendar month period from the date of services. Cost of repairs cannot exceed the total value of the vehicle. Cost of repairs must be limited to those that cause the vehicle to be inoperable to the driver.</p>	<p>Documentation needed to process the request: Client's car registration, valid driver's license, and proof of liability insurance (at a minimum, to verify that the Client owns the vehicle and it is insured prior to assistance). Support Payments for vehicle repairs are to be made directly to the Vendor.</p>
<p>Dental Services: Tooth extractions, bridges (fixed or removable) only if they are less costly than partials or complete dentures, full and partial dentures; and/or amalgam restorations (i.e. crowns, fillings, etc.).</p>	<p>Maximum issuance \$1200/Client for this specific service within twelve (12) calendar month period from the date of services.</p>	<p>Verification that dental services are not covered by TennCare, Medicaid and/or other medical insurances.</p>
<p>Optical Services: Typical services may include glasses or contact lenses.</p>	<p>Maximum issuance \$400/Client for this specific service within twelve (12) calendar month period from the date of services. No other available resources for payment such as civic clubs (i.e. Lion's Club Eye Bank). Optical assistance shall be authorized when there is a new or change in prescription and/or if glasses or contact lens are lost or damaged.</p>	<p>Verification that optical services are not covered by TennCare, Medicaid and/or other medical insurances.</p>
<p>*Additional Type of Supports: Other services shall include without limitation: uniforms, interview clothing, specialized tools for training program, licenses and/or certification testing fees, vehicle repairs, medical services (i.e. hearing aid), and counseling to address Barriers to employment and/or educational goals.</p>	<p>No amount limitations. Based on actual cost of services rendered.</p>	<p>Verification that medical or counseling services are not covered by TennCare, Medicaid and/or other medical insurances. Information from school/ employer listings needs to perform tasks/ assignments.</p>

- A.17. The Contractor shall provide the Client with transportation assistance for travel to and from the required activity. A lack of transportation should not be the reason the Client is unable to participate in their work activity component(s) and/or employment. The Contractor is not required to provide transportation assistance when the Client is not attending a required activity, is completing the activity hours from home, or does not provide the required documentation such as

- weekly activity or attendance logs, pay stubs, self-employment calendars, or job search logs to verify participation in a timely manner.
- a. The Contractor shall determine the Client's need for Support Services and/or transportation assistance based on the Client's Barriers; not their work activity assignment, employment status, wages/earnings, and/or commuting distance.
 - b. The Contractor shall not require the Client to supply additional documentation other than those mention in A.17 in order to be eligible for transportation assistance.
 - c. The Client's transportation assistance is based on weekly participation in their assigned activity. The Client shall not be denied transportation assistance due to partial participation as a result of illness, family emergency, etc.
 - d. The Contractor shall establish reasonable deadlines for the Client, to provide participation documentation to receive transportation assistance if there are extenuating circumstances, such as illness, family emergency, or work/school schedule conflicts with Contractor's hours of operation. This exception does not apply to those Clients that are in conciliation status.
- A.18. The Contractor shall be liable for all Support Payments issued to the Client for transportation assistance when proof of participation is provided. The Contractor shall offer transportation assistance in the form of a check payable to the Client, bus cards, or gas cards based on the Client's preferred method of reimbursement. The Contractor may also utilize taxi and van services as forms of transportation for the Client, if needed.
- A.19. The Contractor shall issue the Client transportation assistance in the form of a gas card or check reimbursement at a minimum of three dollars (\$3) per day when the Client elects to provide his or her own transportation.
- a. The State reserves the right to adjust the transportation assistance rates based on the increase or decrease in fuel prices in effect for more than ninety (90) days.
 - b. The Contractor shall make adjustments to transportation assistance rates imposed by the State within ten (10) business days of written notice from the State.
- A.20. The Contractor shall provide Support Services to the Client to address a Barrier that is interfering with the Client's ability to achieve the Client's employment and/or educational goals.
- a. The Contractor shall, upon notification from the State's Client Representative, provide Support Services that will appropriately assist the Client in removing Barriers. In the event the State is unaware of the Client's immediate need for transportation assistance and/or support, the Contractor shall provide the service(s) immediately, based on availability, and without regard to any thirty (30) day participation requirement by the Contractor.
 - b. The Contractor may receive referrals from the State for the provision of Support Services only. This may include Clients that are not currently in the Contractor's caseload such as refugees, vocational rehabilitation Clients, and/or minor parent caretakers in high school. The Contractor shall not be responsible for monitoring the work activity of these Clients, but shall work with the State's Client Representative to ensure the Support Services are provided as necessary.
- A.21. The Contractor shall not provide Support Payments for any dental, mental health and/or medical services covered by TennCare, Medicare, and/or other medical insurances. The Contractor shall work in collaboration with the State's Client Representative to confirm that there are no other available resources for payment or transitional services available to the Client prior to or after case closure.

Milestone Incentive Payments

- A.22. The Contractor shall make Incentive Payments to the Client who meets, completes and/or achieves educational and/or employment related milestones.
- A.23. The Contractor shall issue Incentive Payments to the Client in the form of: a check payable to the Client, a Visa/Master card gift card, or a gift card to a supercenter or discount store (such as Walmart, Target, etc.) as set forth in the following table:

Types of Milestones	Verification Method	Incentive Amount
Clients who have received a GED or High School Equivalency Diploma within twelve (12) months of enrollment in an adult education program.	ACCENT –AEIPA, AEPAS, CLRC (case records), and official certificate with client's name and completion date. Milestone met while case is in open status (active). Client met this milestone while receiving services from the Contractor within the contract year.	\$300.00
Clients who have completed postsecondary program and received a certification/degree.	ACCENT –AEIPA, AEPAS, CLRC (case records), and official certificate/degree with Client's name and completion date. Milestone met while case is in open status (active). Client met this milestone while receiving services from the Contractor within the contract year.	\$400.00
Clients who have retained full-time employment (thirty (30) hours or more) with the same or new employer for twelve (12) months.	ACCENT –AEIPA, AEPAS, AEIEI/SE, CLRC (case records), EVF, Work number and/or current check stubs (employment over one (1) month). Client met this milestone while receiving services from the Contractor within the contract year.	\$450.00
Clients who have obtained employment and earned income (increase in wages or hours) that closes the FF/TANF case.	ACCENT –AEIPA, AEPAS, AEIEI/SE, CNHS, IQCH, CLRC (case records), EVF, Work number and/or current check stubs (employment over one (1) month). Client met this milestone while receiving services from the Contractor within the contract year. One-time Payment for FF/TANF Lifetime.	\$500.00

- A.24. The State shall reimburse the Contractor for all allowable Incentive Payments made to the Client. The Contractor shall provide valid and current support documentation that the Client achieved the incentive milestone while receiving services from the Contractor within the contract year.
- A.25. The State shall issue milestone payments to the Contractor for assisting Clients transition off of the FF/TANF Program by specific milestones as set forth in the table below. As a condition precedent to the State's payment, the Contractor shall submit invoices in accordance with Section C.5 of this Contract and shall provide valid and current support documentation that the Client met the milestone while receiving services from the Contractor within the contract year.

Types of Incentives	Milestones	Incentive Amount
Clients who have completed postsecondary program and received a certification/degree.	Client meets this milestone while receiving services from the Contractor within the contract year. Provide written documentation to support activity and its completion.	\$600.00
Clients who have obtained employment and wage is \$14.79 per hour or above.	Client meets this milestone while receiving services from the Contractor within the contract year. Provide written documentation to support unsubsidized employment. Livable wage of \$14.79 per hour or above.	\$800.00
Clients who have obtained	Client meets this milestone while receiving	\$1000.00

employment and earned income (increase in wages or hours) that closes the FF/TANF case.	services from the Contractor within the contract year. Provide documentation to support unsubsidized employment and proof of case closure and discontinue of FF/TANF benefits. Incentive provided after completion of the six (6) month work incentive payment program if the Client elects to participate. One-time Payment for FF/TANF Lifetime.	
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Case File Maintenance and Documentation Requirements

A.26. The Contractor shall develop and maintain a process for monitoring the Client’s case file to ensure accurate and current written documentation is contained in each file. The Contractor shall keep detailed, complete, and accurate secure paper-based case file system or an electronic case file system that contain written documentation of all services, contacts, and interactions that the Contractor has with the Client. The Contractor shall monitor and document, in writing, all occurrences of engagement, attempts to engage, and the Client’s progress throughout their participation in the FF program in the ACCENTs and in the Client’s case file. The case file shall include the following:

- a. Assessment documents such as career, Barrier, etc. that are dated and signed by the Client and Contractor staff person;
- b. State referral form and/or intake form indicating the Client’s date of referral;
- c. The IOP, which contains the Two-Generation components, described in Section A.3., is dated and signed by the Client and Contractor staff person and any amendments;
- d. Career Plan if the information is not reported in the Client’s IOP.
- e. Documentation of the Client’s current work activity assigned and planned hours for each activity such as an IOP, agency intake form;
- f. Documentation that FLSA requirements have been met, if applicable;
- g. Documentation of the Client’s weekly work activity participation hours such as a activity or attendance logs;
- h. Documentation of advance notification to the Client in regard to work activity assignment, work activity location, and weekly schedule;
- i. Documentation of current employment such as an employment verification form, self-employment calendar, paystubs, stipend receipts, or employment verification from a third party employment verification agency such as the Work Number;
- j. Progress notes from education/training programs, community service, and/or work experience sites;
- k. Attendance records such as the missed hours form or activity or attendance log; excused absences verification documentations such as a court appointment, medical/mental health/dental appointment, funeral; and/or the attendance record screen in the ACCENT (printed within two (2) weeks of the week being reported for holidays, excused or unexcused absences);
- l. Official written documentation to verify enrollment in an organized or accredited vocational/education training program and updated documentation as course or schedule changes occur such as a dated and signed letter from the educational institution that includes program of study; course titles, credit hours, class time, and course schedule;
- m. Issuance of incentive payment notice/letter and support documentation to validate the Client met the specific milestone to receive the incentive;
- n. Issuance of transportation assistance and/or support including amounts, dates of service, and date of issuance;
- o. Dated letters of contact and attempts to engage the Client;
- p. Notices of non-compliance with program requirements and any attempts to engage the Client; and
- q. Conciliation letters and/or notifications.

A.27. Employment Verification and Income Calculations. If a Client is employed for less than one (1) month, the Contractor shall obtain and maintain a written employer verification statement or an employment verification form in the Client’s case file. The Contractor shall include in the

employment documentation all pertinent Client and employer information such as the Client's personal information full name, address, and contact number; date of hire; title of position; total hours worked weekly; rate of pay; and pay frequency. The Contractor shall ensure that the employer's information includes the company name, address, contact number, and title of person completing form, as well as, their signature and date completed. The Contractor shall obtain paystub(s) from the Client or employment verification from a third party vendor such as The Work Number, after the Client has been employed for one month and thereafter.

- a. For Clients employed one (1) month or more: The Contractor shall obtain at least two (2) paystub(s) or employment verification from a third party vendor in the Client's case file. The employment documentation cannot be more than two (2) months old. The employment documentation shall contain all pertinent Client and employer information such as the Client's full name, start and end dates per pay period, total hours worked per pay period, hourly wage, gross wage amount, and net wage amount. The employer's shall include the company name, address, and contact number, if available.
 - b. For self-employed Clients who are employed less than one (1) month: The Client shall submit a completed self-employment calendar, at least monthly. The self-employment documentation shall contain all pertinent Client information such as the Client's full name, employment, the type of employment the days worked, the number of hours worked each day, the amount earned for each day worked, and the amount of income earned for the reporting month.
 - c. For the self-employed Client who is employed for one (1) month or more, the Contractor shall obtain from the Client: two (2) months of completed self-employment calendars that contain all the pertinent information listed above.
 - d. The Contractor shall obtain from the Client: two (2) months of completed self-employment calendars (current month of application or review month and the previous month) or the 1099 form for the previous tax year, or the 1040 income tax form and income documentation submitted for the current year or previous year if the Client has been self-employed more than sixty (60) days.
- A.30. The Contractor shall not accept from the Client, or submit to the State, the following documentation as employment verification for the Client's employment status:
- a. Client's statement of employment without supporting documentation;
 - b. Printed screens from ACCENT or Contractor's data management systems;
 - c. Incomplete employer statements;
 - d. Incomplete self-employment calendars or self-employment calendars where a Client earns less than minimum wage;
 - e. Pay stubs or employment verification from third parties that are older than the period specified in Section A.27-A.29 of this Contract; or
 - f. Separation notices that do not contain the Client's employment start and end date, weekly hours, and wages.
- A.31. The Contractor shall monitor the Client's employment status and report any changes such as an increase or decrease in hours and/or wages, change in employers, and/or employment separation or termination to the State as soon as they become known to the Contractor. The Contractor shall document those changes in the ACCENT for the State to take the necessary action(s) and/or adjustments to the Client's FF case.
- A.32. The Contractor shall utilize the methodology prescribed by the State to ensure that the Client's employment wages hours are accurate. The Contractor shall report any discrepancies to the State's Client Representative to make any income adjustments or corrections to the Client's FF case.

- a. The Contractor shall state income available to an AU in monthly amounts on the earned income screen in ACCENT. The Contractor shall use methods in the table below to convert income to monthly amounts for purposes of determining prospective eligibility on active cases and benefit amounts:

Wages/Incomes	Calculation Methodology
Hourly or Piece Work Wages	Estimate the amount of income to be expected as the result of a week's work based on hours /days produced. Use the weekly earnings to determine the monthly income.
Weekly Income	Multiply weekly income by four and three tenths (4.3) to determine monthly income.
Bi-Weekly Income	Multiply amount received each two (2) weeks by two and fifteen hundredths (2.15) to determine monthly income.
Semi-Monthly Income	Add the two (2) amounts received to determine monthly income.
Monthly Income	When a wage earner is employed and paid on a regular monthly basis, accept his/her verified monthly/salary as monthly income.
Annual Income	Divide annual income by twelve (12) to determine monthly income.

The Contractor may round up to 1 numbers that are five tenths (.5) and above.

Countable Hours and Activity or Attendance Logs Documentation

- A.33. The Contractor shall review the Client's weekly activity or attendance log and any other documentation submitted by the Client to support actual hours of participation to verify the Client's participation hours in all assigned work activity components. The Contractor shall align the scheduled activity hours with the information record on the Client's IOP and in the ACCENT.

- a. The Contractor shall evaluate the Client's progress and compliance to ensure that the Client's assigned work activity component does not exceed the specified time limits in accordance with the guidelines in Exhibit 1. The Contractor shall align the activity hours with information recorded in ACCENT.
- b. The Contractor shall review the Client's weekly activity or attendance logs and supporting documentation such as job search logs, school schedules, etc. to ensure that the log contains a detailed description of the Client's activity and actual hours he or she spent completing their assigned work activity component for every day of the week the Client attended his or her activity each month. The Contractor shall not include as countable hours: time for lunch, travel, and breaks. The Contractor shall specify the description of the Client's activity as follows:
1. Conducting job search or job training activities;
 2. Performing work experience and/or community service activities at approved sites;
 3. Participating in educational/vocational training classes on scheduled days;
 4. Performing clinical requirements as required by the approved programs;
 5. Completing lab hours as required by the approved programs;
 6. Attending practicum/internship hours as required by the approved programs; and/or

7. Completing study time. For study hours, the Contractor shall only provide the following to the Client:
 - i. One (1) hour shall be acquired for study time for each actual hour spent in class for participation in clinical requirements and/or lab hours.
 - ii. Study hours that are tied to the actual number of class hours, which cannot be counted when class is not in session. When the Client is not in class (i.e. closed due to scheduled school breaks or holidays), the Contractor shall assign the Client to an alternate work activity component until the class schedule resumes or a new class schedule begins.
 - a. If the instructor is available to provide supervision during any scheduled school break and agrees in writing to oversee the Client's study time, the study hours can be counted in addition to the assigned primary activity hours.
 - b. All study hours shall be reported on the Client's activity attendance log for every day of every week in each month.
- c. The Contractor shall review the Client's activity or attendance log to ensure that any holidays, unexcused absences, and/or excused absences reported by the Client are in accordance with the requirements set forth below.
 1. The Contractor shall follow the State's holiday policy, to the extent possible, under the federal guidelines if the Client is assigned to a work activity component such as work experience, community service, job search/job readiness, job skills training, vocational education and/or education directly related to employment. The Contractor shall follow the State's holiday policy for Clients as follows:
 - i. The Client shall be allowed ten (10) holidays under the federal guidelines. The designated days are: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
 - ii. Holiday hours are countable and shall not exceed the Client's participation or scheduled hours for that particular day. Participation and non-participation hours on a non-allowable holiday, for which the site requires participation, will be counted the same as any other scheduled activity day that is not a holiday. The State reserves the right to substitute holidays when a designated holiday falls on a Saturday or Sunday.
 - iii. The Contractor shall ensure that all Clients that are participating in an educational/vocational training program be assigned to another work activity component during all scheduled school break such as Fall break, Spring break, Christmas break, and/or Summer break to meet their FF requirement until the program resumes.
 2. The Contractor shall utilize the criteria below to grant the Client an excused absence from a scheduled, unpaid work activity if the written documentation supports the absence. The Contractor shall obtain a copy of the support documentation for the Client's case file that includes the following:
 - a. Illness;
 - b. Medical appointments of the Client or family member;
 - c. Court-appearance;
 - d. Attendance at school functions for their child such as a parent-teacher conferences;
 - e. Attendance at required meetings with social service agencies;

- f. Required in the home due to illness of another family member;
 - g. Family emergency and bereavement, using reasonable standards of an employer;
 - h. Bad weather, using reasonable standards of an employer;
 - i. Absent or late due to the Client's or spouse's job interview, when the hours cannot be counted as job search; and/or
 - j. Governor-declared "State of emergency" for the county or locality, either where the Client resides, or where assigned to participate.
3. The Contractor shall, at the direction of the State, give credit to the Client for up to eighty (80) hours of absence to count as participation in a rolling twelve (12) month period; not to exceed sixteen (16) missed hours in a month. The Contractor shall provide credits to the State as follows:
- a. The excused absence policy applies to unpaid work activity components, where there is an "employer or supervisor", but the Client does not receive wages.
 - b. An absence shall occur when the Client misses any part of a scheduled day of an assigned work activity.
 - c. The absence policy is not applicable to employment.
4. The Contractor's documentation shall not be complete if the Client's activity or attendance log and supporting documentation does not contain or is missing:
- a. signatures of the Client and Contractor's staff person;
 - b. any information that is standard on the entire log;
 - c. Work activity or required hours validation by the Contractor.

The Contractor's documentation shall not be deemed complete by the State if any of the above information or documentation has been altered or falsified. The State shall have the sole right to determine whether any information or documentation required in this Section has been falsified or altered.

A.34. The Contractor shall enter the Client's weekly activity hours from their activity or attendance log and supporting documentation such as job search logs, school schedules, etc, after documentation has been verified by the Contractor, into the ACCENT within five (5) business days from the end of the calendar week for activities from the previous week or as changes occur with the Client's work activity.

A.35. Work Verification Plan and Process:

The Contractor shall cooperate with the State's quarterly review of FF cases assigned to the Contractor, through a random selection process, over the course of a federal fiscal year to verify the accuracy of the Client's work participation hours and documentation to enhance accountability and program integrity.

The Contractor shall provide all documentation, as requested by the State, to support the data reported in the ACCENT and to validate the Client's compliance with their FF requirements.

Client Engagement

A.36. The Contractor shall meet in-person with the Client on a monthly basis once the Client is assigned to a work activity component and begins his/her required weekly participation hours. During the monthly contacts, the Contractor shall assess Barriers of the Client and the family; provide or refer Client and/or the family to the appropriate community service or resource to address the Barrier; assess the Client's FF's program participation and compliance; and assess

the Client's and family's progress against the IOP goals in accordance to the Two-Generation components.

- a. The Contractor shall conduct the monthly meetings by telephone only if an in-person meeting creates a Barrier for the Client.
- b. The Contractor shall assist the Client to enhance his/her employment skills in a manner that will lead to an increase in weekly hours and/or wages or a promotion for Clients that are employed.

Client Conciliation Process

- A.37. For Clients who are non-compliant with their required work activity component, the Contractor shall:
- a. Attempt to engage the non-compliant Client within a consecutive five (5) day business period following the date of non-compliance and ensure that non-attendance hours have been documented on the attendance record screen and the running records case note screen in the ACCENT and in the Client's case file;
 - b. Send a written notice to the Client to inform the Client of his or her non-compliance and place a copy of the conciliation letter in the Client's file. Document that the notice was sent to the Client in the ACCENT;
 - c. Make at least two (2) attempts to contact the Client by telephone. The Contractor shall ensure that each attempt made by the Contractor to contact the Client by telephone during the consecutive five (5) day business period following the date of non-compliance is, attempted at different times. The Contractor shall contact the State State's Client Representative" for assistance in contacting the client if needed;
 - d. Document all attempts to engage the Client in ACCENT and the Client's case file within twenty-four (24) hours or less of the date of the actual attempt;
 - e. Schedule the appointment no later than ten (10) days from the date of contact with the Client to reschedule the appointment;
 - f. Refer the case back to the State via email and notate in ACCENT for good cause determination if the Client does not attend the rescheduled appointment and has not contacted the Contractor by the end of the five (5) day period. The Contractor shall document in ACCENT that the case was referred back to the State; and
 - g. Review the Client's case in ACCENT to ensure that the State's Client Representative has documented the outcome of the determination of the case for the requested closure or re-engagement as appropriate.

The five (5) day conciliation process stated above will not apply if a Client is referred to the Contractor in order to cure their two (2) week of ten (10) day compliance. Once the sanctioned Client fails to show for their initial assessment or any subsequent appointments within the two (2) weeks, the Contractor shall immediately refer the Client back to State via email for case closure and document the request for case closure in the ACCENT.

A.38. Work Incentive Payment Program.

The State provides the work incentive payment to an AU that is ineligible for FF due to an increase in earned income, but continues to meet all other eligibility criteria, including compliance with all child support obligations and compliance with Tennessee's standard TANF work requirements set forth at Sections A.7 and A.8 of this Contract. The State provides the work incentive payment, if the AU is eligible for it, for up to six (6) months after the AU becomes ineligible for FF.

The State provides the work incentive payment to the Client if the Client is:

- a. financially ineligible for FF due to an increase in the Client's earned income;
- b. Works at least thirty (30) hours per weekly (thirty- five (35) hours per week for two-parent AUs not receiving federally funded child care; fifty-five (55) hours for two-parents receiving federally funded child care);
- c. Meets all other FF eligibility criteria at the time of financial ineligibility; and
- d. Continues to meet all other FF eligibility criteria during the six (6) month work incentive pay period.

The Contractor shall monitor the Client's work activity engagement on a monthly basis during the work incentive payment, as well as provide supportive services if needed. If the FF Client is not in compliance during the work incentive payment period, the Contractor shall follow the conciliation procedures in Section A.37 prior to referring the case back to the State; however, the FF case will not be sanctioned.

If the Client is eligible for the incentive payment for obtaining employment and earned income (increase in wages or hours) closes the FF case, the Contractor shall issue the incentive payment to the Client one (1) month after the work incentive payment ends.

- A.39. Training, Confidentiality Requirements, and Data Security Protocol. The Contractor shall participate in all State required trainings and attend collaborative meetings (monthly with assigned Regional Area) to ensure that the Contractor's policies, procedures, and delivery of services are aligned with the State's Two-Generation Approach, strength-based philosophy practices, TTS practices, and motivational interviewing techniques.
- A.40. The Contractor shall inform all staff of any changes in program requirements and guidelines, fiscal policies and procedures, and/or confidentiality requirements of the State, and conduct and/or participate in an annual trainings to ensure that its staff understands the State's program requirements and guidelines.
- A.41. All Contractor staff with access to the ACCENT shall complete the State's Computer Security Agreement immediately upon access being granted by the State and annually thereafter. The computer security training and refresher training shall be provided by the State annually or more frequently if required.
- a. The Contractor shall follow the State's data security protocol in order to have access to ACCENT.
 - b. The Contractor shall notify the State immediately upon reasonable cause to believe that a breach of system security has occurred.
 - c. The Contractor shall notify the State of any staff terminations with access to ACCENT by the timeframe as specified in the State's Computer Security Agreement.
 - d. The Contractor shall ensure that the Contractor's computers are compatible with the State's hardware and software and shall maintain compatible e-mail accounts in order to communicate with, and receive information via the State's electronic mail system.

Contractor's Staff

- A.42. The Contractor shall maintain an organizational chart that shows the reporting relationship and function of key staff persons and shall provide the chart to the State at the State's request. The Contractor shall maintain adequate staff for the provision of services in accordance with all requirements established in this Contract.
- A.43. The Contractor shall provide employees that are experienced in assisting and supporting FF Clients and/or low-income families to increase the Client's economic security and stability using

the Two-Generation Approach. The Contractor shall create the following positions to work with referred Clients and families:

- a. Program Director or Manager. The program director or manager shall be responsible for the accountability of program such as the fiscal and operational Regional Areas, delivery of services to support the Two-Generational Approach, addressing client complaints, internal quality assurance and monitoring processes, and compliance with performance outcomes in accordance to the Grant. The program director or manager shall also be responsible for developing and maintaining the staffing plan and to ensure that office spaces are adequate, visible, and accessible in accordance with Section A.7.a. to Clients and their families. The program director or manager shall also attend any Regional Area or State Office meetings upon request by the State or LWDAs.
- b. Career Coach/Specialist. The career coach/specialist shall be responsible for assisting referred Clients and the family in developing educational and employment goals reflective of their skills, capabilities and interests; tracking the Client's and the family's progress towards achieving goals by creating and updating Career and/or IOP plans; documenting all activities and information in the ACCENT; and obtaining and maintaining the appropriate documentation related to orientation, attendance, absences, engagement efforts, work activity components, employment, and any other information to verify the Client's participation, program compliance or non-compliance, and receipt of supportive services.
- c. Business/Job Developer. The business/job developer shall be responsible for building professional relationships with the employer and leveraging those relationships to create a pipeline of career opportunities; conducting ongoing research and monitor the employers' needs within the Regional Area; working closely with the career coach/ specialist and Local Workforce Boards/American Job Centers staff to place the Client on a career path that is congruent with Tennessee employers' needs; and focusing on both the number and quality of placements with private, public, and non-profit organizations to promote and create employment opportunities in support of career pathways. The business/job developer shall request approval of placement sites from the State and provide the required information such as agency name, location, duties, etc.
- d. Family Resource Specialist. The family resource specialist shall work in collaboration with Contractor staff and community agencies to support the Regional Area with the facilitation of the Two-Generation Approach and its activities to strengthen the case management services; and connect the Client and its family to specific programs and customized services to support the achievement of the IOP and to address any needs and Barriers.

A.44. PMOs:

The Contractor shall report specific Client data and performance outcomes to the State. The State shall establish performance outcomes based on the FF program requirements with an emphasis on the Two-Generation Approach components, such as education, economic support, health and well-being, social capital and quality employment to better evaluate if the Client is reaching self-sustaining outcomes for their families as a result of the services provided.

The Contractor shall submit the PMO report to the State on a quarterly basis by the last business day of the quarter in such form and substance as the State may direct in writing. At a minimum, PMO reports shall indicate the Contractor's compliance with the standards set forth below:

- a. Educational Success:
 1. Thirty percent (30%) of Clients are in an education or training program that leads to a recognized credential and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress toward that credential; and

2. Eighty percent (80%) of pre-school-aged children from twelve (12) months to less than five (5) years of age of Clients are engaged in quality early childhood experiences such as a childcare programs, early Head Start, Head Start, or enrichment programs to promote positive developmental growth and Kindergarten Readiness.
- b. Workforce Development and Economic Assets:
3. Thirty percent (30%) of Clients referred unemployed or become unemployed shall obtain at least part-time employment within six (6) months from the date of orientation or from the date of lost employment;
 4. Thirty percent (30%) of Clients enrolled in education, training, or on-the-job training obtained a recognized postsecondary credential or a secondary school diploma or its recognized equivalent during program year (or during contract period); and
 5. Fifty percent (50%) of employed Clients retained employment during the quarter of reporting.

Program Activity, Postsecondary, and Supportive Services Reports

- A.45. The Contractor shall submit the program activity, postsecondary, Barriers, and transportation, supportive services and incentive payment reports to the State on a monthly basis by the last business day of the month following the reporting month in accordance to requirements established by the State.
- a. The Program Activity Report. The Contractor shall report in detail the Clients' current program status. The report shall include, but is not limited to:
1. Clients' Work Activity Component;
 2. Clients' Education Level/Status;
 3. Clients' Employment Level and Status regarding employment retention, industry types, and wages; and
 4. Two-Generation efforts.
- b. The Postsecondary Education Report. The Contractor shall report in detail the Clients that are enrolled and/or have completed a post-secondary program. The report shall include, but not be limited to:
1. Client and specific identification information;
 2. Type of postsecondary enrollment for the TCAT program, including the two (2)-year program, four (4)-year program, Master's, or doctorate's level program;
 3. Field of Study;
 4. Program start date and projected/ actual completion date;
 5. Employment status in relation to the Client's field of study; and
 6. Other Employment related information as requested.
- c. Transportation, Supportive Services, and Incentive Payment Report. The Contractor shall report information including, but not be limited to:
1. Type of transportation assistance given to the Client, which includes the amount spent on each transaction and dates of services;
 2. Type of support services expenditures used by the Contractor to assist the Client in purchasing (e.g. uniforms, specialty tools, optical wear, etc.); and the
 3. Type of milestone incentive each Client achieved and the specific amount issued.

- A.46. In the event the State advises the Contractor of a deficiency in its performance under this Contract, the Contractor shall submit a corrective action plan describing its strategy for resolving the deficiency within fourteen (14) business days following the Contractor's notification by the State. Without limiting the foregoing, a corrective action plan is required for the following situations:
- a. When the State's monitoring of the Contractor's compliance with any internal and/or external audit reviews result in observations and/or findings; or
 - b. When the Contractor fails to meet the PMO standards set forth in Section A.45 of this Contract.
- A.47. In addition to a required Corrective Action Plan, the Contractor shall be liable for any questioned costs or amounts determined not to be allowable based on its failure to comply with case file maintenance and documentation requirements as defined in Section A, or audit findings on the basis of quality reviews, monitoring reviews, or audits conducted by the Department of Human Services, Tennessee Comptroller of the Treasury, or by federal entities, and the State may withhold or offset future invoices as appropriate in accordance with Section C.7 of this Contract.
- A.48. The Contractor shall only be remunerated under this Contract for services provided in the Greater Memphis Region as identified in Exhibit 2, to include the counties of Fayette, Lauderdale, Shelby, and Tipton.

B. TERM OF CONTRACT:

This Contract shall be effective for the period beginning on Date ("Effective Date") and ending on Date, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

- B.1. **Renewal Options.** This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to number (#) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed four million one hundred sixty nine thousand six hundred seventy eight dollars and seventy cents (\$4,169,678.70) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. **Compensation Firm.** The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. **Payment Methodology.** The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Per Client Per Month Rate for active client cases during the Term	\$ 200.00
Monthly Service Fee	\$90,212.00

- c. The Contractor shall be reimbursed for payments in accordance with Sections A.23 and A.24 of this Contract.
- d. The Contractor shall be remunerated in accordance with Section A.25 of this Contract.
- e. The Contractor shall be remunerated in accordance with any MOU executed in accordance with Section E.2 of this Contract, PROVIDED THAT in no event shall MOU remuneration exceed forty thousand dollars (\$40,000.00).

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month and no later than thirty (30) days after goods or services have been provided to the following address:

Jennifer Campbell, Family Assistance Contracts
Tennessee Department of Human Services
Nashville, TN 37243-1403
Telephone: 615-313-4718
Email Address: FamilyAssistanceContracts.DHS@tn.gov

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
 - (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: Department of Human Services, Family Assistance
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (13) Amount due for each compensable unit of good or service; and
 - (14) Total amount due for the invoice period.

b. Contractor's invoices shall:

- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
- (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
- (4) Include shipping or delivery charges only as authorized in this Contract.

- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Karen Walker, Director, Family Assistance Contracts
Tennessee Department of Human Services
James K. Polk Building
505 Deaderick Street
Nashville, TN 37243-1403
Telephone: 615-235-4313
Email Address: Karen.X.Walker@tn.gov

The Contractor:

Contractor Contact Name & Title

Contractor Name

Address

Email Address

Telephone # Number

FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this

Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or

regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.

D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor’s representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor’s performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor’s performance of this Contract.

- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury,

and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

d. Professional Liability Insurance

- i. Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis, then:
 1. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;
 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Contractor must purchase "extended reporting" or "tail coverage" for a minimum of five (5) full years from the date of the final Contract payment.
- ii. Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate; and
 - iii. If the Contract involves the provision of services by medical professionals, a policy limit not less than three million (\$3,000,000) per claim and three million dollars (\$3,000,000) in the aggregate for medical malpractice insurance.
- e. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance
 - 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than two million dollars (\$2,000,000) per occurrence or claim and two million dollars (\$2,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
 - 2) Such coverage shall include data breach response expenses, in an amount not less than two million dollars (\$2,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.
 - f. Crime Insurance
 - 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
 - 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.
- D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.
- D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information,

regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add **lines, items, or options** that are needed and within the Scope but were not included in the original Contract. Such **lines, items, or options** will be added to the Contract through a MOU, not an amendment.
- a. After the Contractor receives a written request to add **lines, items, or options**, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
- (1) The effect, if any, of adding the **lines, items, or options** on the other **goods or services** required under the Contract;
 - (2) Any pricing related to the new lines, items, or options;
 - (3) The expected effective date for the availability of the new **lines, items, or options**; and
 - (4) **Any additional information requested by the State.**
- b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
- c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
- d. Only after a MOU has been executed shall the Contractor **perform or deliver the new lines, items, or options.**
- E.3. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et seq.*, shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103 (d).
- E.4. Work Papers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis work papers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.5. Public Accountability. If the Contractor is subject to Tenn. Code Ann. §§ 8-4-401, *et seq.*, or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about Contractor's operation of the service program. The Contractor shall also display in a prominent place, located near the passageway through which the public enters in order to receive contract-supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating the following:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN

AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY THAT YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

The sign shall be of the form prescribed by the Comptroller of the Treasury. The contracting state agency shall request copies of the sign from the Comptroller of the Treasury and provide signs to contractors.

- E.6. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.7. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- E.8. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or

any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

- E.9. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
 - (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
 - i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF HUMAN SERVICES:

DANIELLE BARNES, COMMISSIONER

DATE

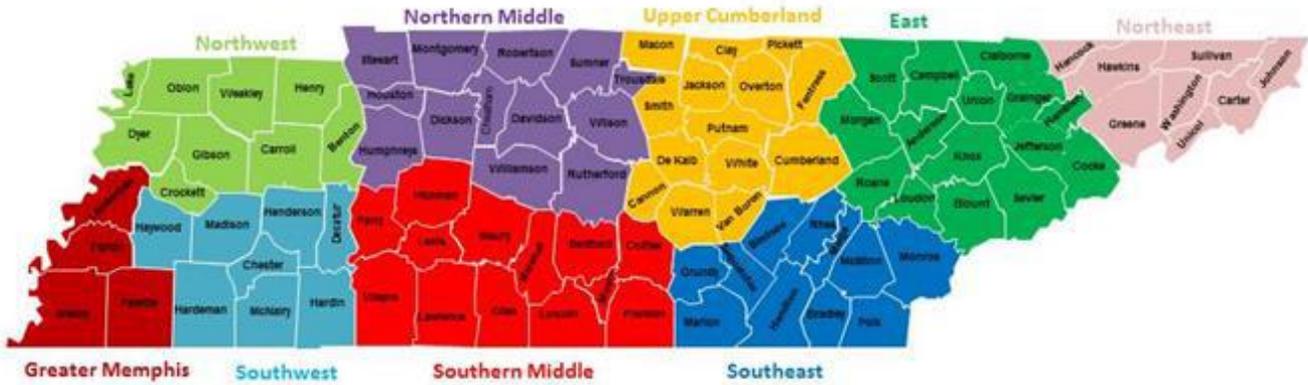
EXHIBIT 1

Activity	Activity Description	Limitations/Special Rules	Activity Type
Job Readiness Assistance and Job Search	Act of seeking or obtaining employment or the preparation of obtaining employment, which may include but is not limited to, life skills training, substance abuse treatment, mental health treatment, and/or rehabilitation activities. The purpose of these job related activities are to prepare the Client for employment so that he/she can be competitive and succeed in the labor market.	Limited to four (4) consecutive weeks and twelve (12) weeks total in a year. Assignments to the job readiness/job search can be made in conjunction with other program activities so that both the work activity requirement and the assigned hours of participation are met.	Core
Work Experience (WEX)	<p>Unpaid work activity that allows the Client an opportunity to acquire the general skills, training, knowledge, and work experience necessary to obtain employment.</p> <p>WEX placements must lead to a bona fide position. The Client must be supervised at the WEX site. The Contractor shall develop and obtain a written agreement for each site. Each site must be pre-approved by the State before the placement of a Client.</p> <p>WEX agreements must be in a format approved by the State and shall include, but are not limited to: IOP for providing daily supervision by the site; Identify type of site submitted; Name of the Site Supervisor and Title; Site Name, Full Address, Phone number (area code), and County; Name of Position (i.e. Assistant Teacher, Clerical, etc.); Number of Position to be filled; Specific skills obtained/job duties to be taught in the placement; and Observed holiday leave policy and operational hours.</p>	<p>Placements shall not exceed a maximum of six (6) months for each Client referred.</p> <p>Deeming calculation hours shall be applied based on the federal Fair Labor Standards Act (FLSA) calculations. The deemed hours are calculated as follows: Families First TANF Benefit + SNAP Benefit/ Minimum Wage/4.3 = Number Of Deemed Hours.</p> <p>Deeming calculation for a two (2) parent household applies to the entire family and the hours may be split between the parents or one (1) parent may have all deemed hours count for his/her activity. Deeming hours must be documented on the Client's IOP and maintained in the case file.</p>	Core

<p>Community Service Programs (CS or CSP)</p>	<p>Unpaid work activity that the Client performs work for the direct benefit of the community under public or non-profit organizations. This activity is for the Client who needs to increase their employability by improving interpersonal skills, job retention skills, stress management, and job problem solving by learning to attain a balance between job and personal responsibilities.</p> <p>CSP placements must be a non-profit organization (501C-3) or public/government institution. The Client must be supervised at the community service site. The Contractor shall develop and obtain a written agreement each site. Each site must be pre-approved by the State before the placement of a Client.</p> <p>CSP agreements must be in a format approved by the State and shall include, but are not limited to: how the placement provides direct benefit to the community; A copy of the agencies 501c3; Plan for providing daily supervision by the site; Identify type of site submitted; Name of the Site Supervisor and Title; Site Name, Full Address, Phone number (area code), and County; Name of Position (i.e. Assistant Teacher, Clerical, etc.); Number of Position to be filled; Specific skills obtained/job duties to be taught in the placement; and Observed holiday leave policy and operational hours.</p>	<p>Placements shall not exceed a maximum of three (3) months for each Client referred.</p> <p>Deeming calculation hours shall be applied based on the federal Fair Labor Standards Act (FLSA) calculations. The deemed hours are calculated as follows: Families First TANF Benefit + SNAP Benefit/ Minimum Wage/4.3 = Number Of Deemed Hours.</p> <p>Deeming calculation for a two (2) parent household applies to the entire family and the hours may be split between the parents or one (1) parent may have all deemed hours count for his/her activity.</p> <p>Deeming hours must be documented on the Client's IOP and maintained in the case file.</p>	<p>Core</p>
<p>Vocational Educational Training</p>	<p>Organized and/or accredited educational or vocational training programs directly related to the Client's preparation of employment in current or emerging occupations that require training other than a baccalaureate or advanced degree. Vocational educational training programs are limited to activities providing knowledge and skills to perform a specific trade, occupation, or other particular vocation.</p>	<p>Activity may be short or long term, but shall not exceed twelve (12) months within a lifetime.</p>	<p>Core</p>

Unsubsidized Employment	The activity of being regularly scheduled to work for wages for a set number of hours each week. Full-time employment: working thirty (30) hours or more per week. Part-time employment: working less than thirty (30) hours per week.	Employed Clients whose employment hours meet or exceed thirty (30) hours per week meet all State and Federal guidelines and restrictions for the Client's activity hours per week.	Core
Adult Education	Formal educational program for adults who are over the age of seventeen (17) (unless granted an exception) lacking a high school diploma and no longer under compulsory attendance to public high school. Basic and remedial education and English as a Second Language may be included in this activity.	Maximum of ten (10) hours countable towards total hours of participation.	Non-Core
Job Skills Training Directly Related To Employment	<p>Job Skills training is defined as any activity that is reasonably linked to a client's employability and are typically short-term skills training programs (usually less than three (3) months) such as:</p> <ul style="list-style-type: none"> • Office skills • Basic computer literacy • Drivers training • Clerical skills • Client service • Keyboarding <p>Post-secondary education that leads to a bachelor's or advanced degree may count as job skills training, if it is directly related to employment. After twelve (12) months in Vocational Education, bachelor's degree or advanced degree programs, as well as two (2) year degree programs, may continue and be counted as a non-core activity if the Client is also participating in a core activity for at least twenty (20) hours.</p>	Maximum of ten (10) hours countable towards total hours of participation.	Non-Core

EXHIBIT 2



REGIONS	COUNTIES
Northeast Tennessee	Carter, Greene, Hancock, Hawkins, Johnson, Sullivan, Unicoi, and Washington
East Tennessee	Anderson, Blount, Campbell, Claiborne, Cocke, Grainger, Hamblen, Jefferson, Knox, Loudon, Morgan, Roane, Scott, Sevier, and Union
Southeast Tennessee	Bledsoe, Bradley, Grundy, Hamilton, Marion, McMinn, Meigs, Polk, Rhea, and Sequatchie
Upper Cumberland Tennessee	Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Van Buren, Warren, and White
Northern Middle Tennessee	Cheatham, Davidson, Dickson, Houston, Humphreys, Montgomery, Robertson, Rutherford, Stewart, Sumner, Trousdale, Williamson, and Wilson
Southern Middle Tennessee	Bedford, Coffee, Franklin, Giles, Hickman, Lawrence, Lewis, Lincoln, Marshall, Maury, Moore, Perry, and Wayne
Northwest Tennessee	Benton, Carroll, Crockett, Dyer, Gibson, Henry, Lake, Obion, and Weakley
Southwest Tennessee	Chester, Decatur, Hardeman, Hardin, Haywood, Henderson, Madison, and McNairy
Greater Memphis	Fayette, Lauderdale, Shelby, and Tipton

Pro Forma ATTACHMENT 1**(Fill out only by selected Contractor)****ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON SUPPLIER IDENTIFICATION NUMBER	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind Contractor.

PRINTED NAME AND TITLE OF SIGNATORY**DATE OF ATTESTATION**

Pro Forma ATTACHMENT 2

(Fill out only by selected Contractor)

SAMPLE LETTER OF DIVERSITY COMMITMENT

(Company Letterhead/Logo)

(Address)

(Date)

(Salutation),

(Company Name) is committed to achieving or surpassing a goal of (numeral) percent spend with certified diversity business enterprise firms on State of Tennessee contract # (Edison document #). Diversity businesses are defined as those that are owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small businesses which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of (percentage) participation on the (Contract) by using the following diversity businesses:

(i) Name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran, or disability) of anticipated diversity subcontractors and suppliers:

(ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers):

_____ %.

(iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:

We accept that our commitment to diversity advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

1. Using applicable reporting tools that allow the State to track and report purchases from businesses owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small businesses.
2. Reporting monthly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small business accomplished under contract # (Edison number).

(Company Name) is committed to working with the Go-DBE office to accomplish this goal.

Regards,

(Company authority – signature and title)